

## LEASE AGREEMENT

Agreement Dated \_\_\_\_\_ by and between EPG ASSOCIATES dba LAMBROU REAL ESTATE, 405 Eddy St., Ithaca, NY 14850, 607-256-3778 Office/607-256-0767 Fax/607-273-0553 Emergency, hereinafter called "Landlord" and:

NAME	HOME (PARENT'S) ADDRESS	SOCIAL SECURITY#
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hereinafter called "Tenants".

**1. LEASE TERM AND RENT AMOUNT.** In consideration of the rent herein reserved and of the covenants herein contained and by the Tenants to be performed, the Landlord does lease to the Tenants and the Tenants hire from the Landlord, the unit located at \_\_\_\_\_, **ITHACA, NY 14850**, for the term of commencing at noon on \_\_\_\_\_ and ending at noon on \_\_\_\_\_ unless terminated sooner, which must be approved in advance and in writing by landlord. No tenant may stay beyond the term of this lease unless approved in writing by Landlord. Any tenant found staying beyond this term and such would require payment of \$50 per day penalty, and would be responsible for any legal fees assessed during legal proceedings for a forced eviction in this case.

**NOTE:** This is a term lease, as specified above. Any reference to "month" is for illustration only.

- A. Rent for said Term is \$ \_\_\_\_\_, and payable as follows:
1. First Installment of \$ \_\_\_\_\_ to be paid upon signing of lease. (This installment represents the last two months of this lease.)
  2. Second Installment of \$ \_\_\_\_\_ to be paid by \_\_\_\_\_.
  3. Third Installment of \$ \_\_\_\_\_ to be paid by \_\_\_\_\_.

**Rent payments are to be made payable to LAMBROU REAL ESTATE, and delivered or mailed to  
405 EDDY ST, ITHACA, NEW YORK 14850.**

Rent due must be paid in full without deduction or set-off. If tenant makes a payment in an amount less than due, Landlord may accept same and tenant agrees that this payment does not represent satisfaction of greater amount due. A late charge of 10% will be required if rent is not paid within 10 days of due date. Any returned checks are subject to a \$25 service fee.

The parties hereto, for themselves, their heirs, executors, administrators and assigns, do hereby covenant to and with each other as follows:

**2. RESPONSIBILITIES OF THE PARTIES.** All property taxes will be paid by Landlord. All telephone and television cable fees, including any installation charges, will be paid by Tenant. The following indicates responsibility for the payment of utilities. Tenant agrees that he is responsible for the payment of utilities as indicated below over the entire term of this lease.

- a. Landlord shall furnish: \_\_\_ heat \_\_\_ hot water \_\_\_ cold water/sewer \_\_\_ elec \_\_\_ cooking gas
- b. Tenant agree to pay: \_\_\_ heat \_\_\_ hot water \_\_\_ cold water/sewer \_\_\_ elec \_\_\_ cooking gas

Landlord agrees to provide furniture and tenant accepts furniture provided by Landlord in an "AS IS" condition. Typically, bedrooms will be provided with full-sized mattress, box spring, and frame; desk, chair, bookcase, and dresser. Typically, living rooms are provided with sofa, arm chair, one coffee table, and two end tables. Typically dining rooms are provided with a table and three or four chairs.

Lawn Care and Snow Removal from City sidewalks shall be the responsibility of Landlord.

**3. PARKING.** Not included. On-site parking available on first-come-first-serve basis. Separate lease terms.

**4. SECURITY AND DAMAGE DEPOSIT.** The Tenants hereby deposit the sum of \$\_\_\_\_\_ as security for the full and faithful performance by the Tenants of all the terms and conditions of this lease. The Landlord may use, apply or retain all or any part of the security so deposited to the extent necessary for the payment of any rent or other sum as to which Tenants are in default or for the payment of damages caused as a result of Tenants' violation of this agreement, including late rent charges. The security deposit, less any amounts deducted therefrom, shall be returned by Landlord to Tenants within 30 days after the end of the lease term and after Tenants have vacated the leased premises. The rented premises must be returned to the landlord in a condition allowing for new tenant to move-in, and that would not require additional cleaning on the part of the Landlord or his agents.

**5. TENANTS RESPONSIBILITY FOR RENT.** Tenants jointly and severally agree to pay the rent as herein provided. It is expressly understood that each Tenant is liable for the full amount of rent for the term of this agreement. In the event of default in the performance of this lease agreement by one or more of the tenants, landlord reserves the right to commence legal proceedings against the defaulting tenant, or all the tenants, and tenants will also be responsible for payment of Landlord's legal fees for this action. In the event one or more of the occupants of this apartment shall go out of possession of the leased premises prior to the termination of this lease agreement, landlord reserves the right, but is not obligated to do so, to substitute another person or persons whom the remaining occupants agree to accept as co-tenant.

**6. OCCUPANCY.** The demised premises shall be occupied and used solely as living quarters for the named Tenants and by no other person or persons. If all the tenants fail to take occupancy by AUGUST 25 during lease term, landlord reserves right to take back premises for the purpose of re-signing new tenants, keep all payments made previously by defaulting tenants, and commence legal proceedings against defaulting tenants for money damages lost pertaining to this lease, and defaulting tenants agree to pay for Landlord's legal fees. Any additional persons, if legally permitted, shall each pay an added rent of \$2,400.00. Tenant solely agrees to pay any Municipal fine, if assessed, for any extra person, unless tenants receive Landlord's written permission in advance for the additional person. Tenant shall allow maintenance personal hired by Landlord to finish cleaning or repairing of premises without any deductions in rent whatsoever due to delays caused by previous occupancy.

**7. ASSIGNMENT AND SUBLETTING.** Tenants shall not assign, mortgage, or otherwise encumber this lease, nor sublet or permit the use of said premises or part of said premises by anyone other than themselves without the written permission of Landlord; said permission, however, shall not be withheld unreasonably or arbitrarily.

**8. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES.** Tenants shall comply with all laws and regulations applicable to the premises, and shall not store combustible materials on the premises, nor permit an open fire in any place. Tenants shall abide by all applicable ordinances pertaining to the disposal of refuse and recyclable materials. In particular, Tenants shall dispose of newspaper, glass, corrugated cardboard, and aluminum in the manner required by law, and in the event any fines shall be levied against Landlord as a result of Tenants' failure to so comply, Tenants shall reimburse Landlord the full amount thereof or such reasonable share as Landlord shall determine.

**9. EFFECT OF FIRE AT THE PREMISES.** If premises shall be partly damaged by fire or otherwise, repairs shall be made as speedily as possible and without lapse or abatement of rent due and payable. However, if premises shall be destroyed or so much damaged by fire or any cause without the fault or neglect of the Tenants or their visitors, as to render said premises untenable in the joint opinion of the Landlord and Tenants, then the Landlord either (a) may forgive payment of any rent from the date of such damage to the date the premises are once again tenable, or in the alternative, (b) may elect to terminate this lease by giving the Tenants five (5) days written notice thereof, and the lease shall expire on the said fifth day, and the Tenants shall surrender said premises, and any rent paid in advance together with any unapplied-for portions of the principal and supplementary security deposits shall be refunded to the Tenants pro-rata to the date of said expiration. No claim for compensation will be made by the Tenants against the Landlord for inconvenience or annoyance arising out of repairs or improvements made to the house or any portion thereof at any time.

**10. LIMIT OF LIABILITY.** Landlord shall not be liable for any loss or damage to the property of Tenants or their visitors, including but not limited to storage of personal belongings. Tenants may wish to obtain personal insurance protection. Any property brought onto the premises by the Tenants or their guests which shall not have been removed at the termination of the lease, shall be deemed to have been abandoned and either may be retained by the Landlord as his property, or may be disposed of in such manner as the Landlord may deem appropriate. In the case of sale, Landlord shall first apply proceeds to expenses of sale, including transportation, storage and advertising costs, any surplus therefrom to be given to Tenant, and any deficit therefrom to be paid by Tenants to Landlord.

**11. HOLD HARMLESS.** The Tenant shall defend, indemnify, and save harmless the Landlord from and against any and all liability, damages, expenses, fees, penalties, actions, causes of action, suits, costs, claims, or judgments arising from injury to person or property, occasioned wholly or in part by any act or acts, omission or omissions of the Tenant, its employees, agents, customers or invitees.

**12. ACCESSIBILITY TO THE PREMISES.** The Landlord and its guests shall be permitted to enter the demised premises for inspection, repairs, and future leasing or sale, at reasonable hours, whether or not the Tenants are present. Landlord shall, however, make a reasonable effort to notify Tenants before showing premises to prospective Tenants.

**13. DEFAULT.** Upon default in payment of rent, or upon default in the performance of, or breach of, any covenant, term or condition in this lease on the Tenants' part to be performed, and regardless of whether such breach or default occasioned or caused, directly or indirectly, by the Tenant, or if any Tenant makes an assignment for the benefit of creditors, the Landlord may at its option upon three (3) days written notice, terminate this lease, and this lease and the term thereof shall automatically cease at the end of the three-day period; in such event it is agreed that the Landlord may re-enter and repossess the demised premises. To effectuate this agreement, Tenants hereby authorize the issuance of a Warrant-to-Remove by any court of competent jurisdiction, which shall be served only in the event Tenants fail to vacate the premises by the end of said three day period. The Landlord is authorized to repossess the apartment as agent of the Tenants and relet the premises for the account of the Tenants, applying the avails thereof, first, to the expenses that may accrue in re-entering, then to the expense, commissions, or fee occasioned by reletting, then to the payment of the rent due by these presents and the balance to be paid over to the Tenants, or the Landlord may hold the Tenants accountable for any deficiency remaining after so applying the proceeds.

**14. REPRESENTATIONS--MODIFICATIONS.** The Landlord has made no representations or promises in respect to the demised premises or its contents. This lease contains the final and entire agreement between the parties hereto and neither party to this lease shall be bound by any terms, conditions or representations, oral or written, not set forth herein. It is expressly agreed that this lease may not be modified orally.

**15. SURRENDER.** The Tenants will surrender the premises, its appurtenances and appliances and other personal property at the termination of this lease, by lapse of time or otherwise, in as good and clean condition as when taken, excepting only ordinary use and wear thereof through proper usage.

**16. GARBAGE.** Tenants agree to remove all garbage from apartment and hallways and to place same in containers provided by Tenant in designated area for pick-up. In the event tenants shall fail to remove garbage, Landlord may enter leased premises to remove same and charge a fee of \$10 to tenants, per bag removed.

\_\_\_Tenant is required to place trash/recycle cans/bags to the street on garbage day, and purchase trash tags.

\_\_\_ Tenant to pay one time fee of \$\_\_\_\_\_ per person per lease period for trash removal, to be deducted from Security Deposit.

**17. REPAIRS.** Leased premises are taken "AS IS." Landlord shall paint units only when Landlord determines painting is needed (painting is not a scheduled, annual repair). Tenants shall pay for repairs to the demised premises and/or for repair or replacement of its fixtures, appliances, furnishings and appurtenances, whenever damage results from any act or omission, misuse, or neglect of the Tenants or their visitors, and will be paid within 5 days after receiving statement from Landlord. Tenants agree that the fair and reasonable cost of such repair or replacement of its fixtures, appliances, furnishings and appurtenances shall be determined on statements rendered by the Landlord to the Tenants and the sum so determined shall be paid with the succeeding month's rent. The Landlord shall pay for all other damage to its property, as well as routine maintenance when and as it is required. Tenant agrees to notify Landlord immediately of any defects requiring repair, and any damage resulting from lack of notice by tenant to Landlord of such defects shall be the responsibility of tenant. Tenant agrees to permit Landlord to enter leased premises at any time for the purpose of inspecting same, and performing necessary repairs. Landlord shall not be liable to tenants for disturbance of tenants occupancy cause by the performance of such repairs or the interruption of utility services.

**18. RULES AND REGULATIONS.** Tenants, for themselves and other persons in the demised premises with their consent, agree to comply fully with the following rules and regulations: (a) Tenants shall not make or permit any disturbing noises in or about the premise by themselves or others, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other occupants of the premises or the neighbors. Tenants shall not play upon or permit to be played upon any musical instrument between the hours of 11:00P.M. and the following 10:00A.M., nor operate any mechanical device, e.g., a radio, television, phonograph or tape recorder, at any time at a disturbing, annoying volume; (b) no animals, birds, or other pets of any kind shall be taken into or kept in or about the building. Any pets found in premises without written permission from Landlord will cause all occupants to pay a penalty of \$25 per day; additionally, tenants would be subject to eviction proceedings and would maintain responsibility for total rent as described in lease. (c) Tenants shall not make any changes in or connections to the plumbing, heating, electrical, telephone or television cable system, nor install any major appliances such as air-conditioners, washing machines, or clothes dryers without Landlord's permission; (d) no radio or television aerial shall be installed on the roof or exterior walls of the building; (e) newspaper, glass, corrugated cardboard, and aluminum are to be disposed of in the manner required by applicable ordinances, and garbage is to be wrapped and placed in covered garbage cans provided by Tenants and brought to the curb the night preceding collections and the empty cans returned the next day. Tenants shall replace at their own expense any trash cans lost or confiscated as a result of Tenant's negligence; (f) no lock shall be changed or a new lock installed; (g) the Tenants shall make no alterations, decorations, structural changes or additions to or in said house, and shall not make attachments to the walls, ceiling or facilities by any means whatever without first obtaining the written consent of the Landlord; (h) no refuse or rubbish of any kind shall be thrown down the toilets or the sinks; (i) no refuse, furnishings, personal effects, or unsightly, or hazardous items of any kind shall be placed on the exterior of the premises or on the porches, balconies, or the exterior structures pertaining to the premises; (j) cars and other vehicles shall not be parked on the lawn, or any other place not specifically designated for parking; (k) Tenants shall test smoke detectors periodically and at least on a monthly basis and shall replace smoke detector batteries whenever necessary; (l) Tenants shall never disable smoke or heat detectors and shall notify Landlord immediately of any problems with smoke detectors; and (m) Tenants shall keep premises in a clean and sanitary condition. (n) Landlord will replace fluorescent lightbulbs that are with the building, and tenant will replace all incandescent lightbulbs within the apartment. If light source can not be reached, tenant must still provide lightbulbs and landlord will replace upon request.

IN WITNESS WHEREOF, the parties hereto interchangeably have set their hand and seals the day and year first above written.

**Landlord or Agent:**

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**Tenants:**

**Year of Graduation:**

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